

23
Name

Address

Telephone/email

RAHEEM A. OJIKUTU

1843 E. Donner Dr, Phoenix AZ 85042

623-910-0147.

FILED as
RECEIVED

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

APR 14 2020

UNITED STATES
BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In Re:

Chapter 13

Case No. 2-19-04693

MOTION FOR COURT APPROVAL
TO SELL REAL ESTATE / REQUEST
FOR HEARING

Debtor.

Debtor, RAHEEM OJIKUTU respectfully request this Court for authorization/approval to sell

their residence at the following address: 1843 E. Donner Dr, PHOENIX AZ 85042

1. Debtors filed a Chapter 13 bankruptcy on 4/18/2019
2. The Debtors wish to sell their property at. The title company is requiring a Court order approving the sale in order to close escrow. A copy of the Sale/purchase Contract is attached to this motion.
3. The sale price of the property is \$ 275500 and following the payment of any and all mortgage liens, closing costs and fees, the Debtors do not expect their net proceeds to exceed 100,000.
4. Debtors claimed a homestead exemption under Arizona Revised Statutes.

5. Debtors have buyers for the property, _____, who are personally unknown to the Debtors.
6. A closing date for the property has been set for May 11th 2020
7. PENNY MAC will be paid in full for the secured mortgage. The only other payments are for the realtor fees and closing and other related costs.

WHEREFORE, the Debtors prays that the Court approve the sale of the debtor's residence for Residents pursuant to the attached Sale Agreement and allow the Debtors to pay from escrow the claim of the first mortgage holder, Penny MAC and all closing costs and real estate commissions

DATED: 4/14/2020

SIGNED: Rahem Ojikutu

Copy of the foregoing motion mailed this 14th day of April 2020 to:

Chapter 13 trustee

RUSSELL BROWN

3838 N. Central Ave, Phoenix AZ 85018
#800

Lender —

NATHAN SMITH

MALCOLM - CISNEROS

US Trustee

Office of the US Trustee

230 North First Avenue, Ste. 204

Phoenix, AZ 85003

2112 Business center Dr
IRVINE CA 92612

Rahem Ojikutu

SIGNED: _____

BUYER ATTACHMENT

Document updated:
February 2020



This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

- ☒ 1. Read the entire contract **before** you sign it.
- ☒ 2. Review the Residential Seller's Property Disclosure Statement (See Section 4a).
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.

- ☒ 3. Review the Inspection Paragraph (see Section 6a).

If important to you, hire a qualified:

- General home inspector
- Heating/cooling inspector
- Mold inspector
- Pest inspector
- Pool inspector
- Roof inspector

Verify square footage (see Section 6b)

Verify the property is on sewer or septic (see Section 6f)

- ☒ 4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).

- ☒ 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).

It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.

- ☒ 6. Read the title commitment within five (5) days of receipt (see Section 3c).

- ☒ 7. Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.

- ☒ 8. Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. **Verify anything important to you.**

WARNING: *WIRE TRANSFER FRAUD*

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. **Always independently confirm wiring instructions prior to wiring any money.** Do not email or transmit documents that show bank account numbers or personal identification information.

☒ Buyer's Check List

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
February 2020

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. PROPERTY

- 1a. 1. **BUYER:** Jalen Jackson
BUYER'S NAME(S)
2. **SELLER:** RAHEEM A OJIKUTU or ☐ as identified in section 9c.
SELLER'S NAME(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: 1843 E Donner Dr Assessor's #: 122-93-768
6. City: Phoenix County: Maricopa AZ, Zip Code: 85042
7. Legal Description: COBBLESTONE MCR 590-27
8. _____
9. _____
- 1c. 10. \$ 275,500.00 Full Purchase Price, paid as outlined below
11. \$ 2,000.00 Earnest Money
12. \$ 7,642.00 Additional Down Payment
13. \$ 265,858.00 To be Financed
14. _____
15. _____
16. _____
17. Earnest Money is in the form of: ☒ Personal Check ☐ Wire Transfer ☐ Other _____
18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: ☒ Escrow Company ☐ Broker's Trust Account.
19. **IF THIS IS AN ALL CASH SALE:** A Letter of Credit or a source of funds from a financial institution documenting the availability of
20. funds to close escrow is attached hereto.
- 1d. 21. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
24. May 11, 20 20 ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,
MONTH DAY YEAR
25. COE shall occur on the next day that both are open for business.
26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.
29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered
30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.
31. All funds are to be in U.S. currency.
- 1e. 32. **Possession:** Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
33. system/alarms, and all common area facilities to Buyer at COE or ☐ _____.
34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding
35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. **Addenda Incorporated:** ☐ Additional Clause ☐ Buyer Contingency ☐ Domestic Water Well ☒ H.O.A.
37. ☐ Lead-Based Paint Disclosure ☐ Loan Assumption ☐ On-site Wastewater Treatment Facility ☐ Seller Financing ☐ Short Sale
38. ☐ Solar Lease / Solar Loan Assumption Addendum ☒ Other: Covid Addendum Pool Addendum Market Advisory

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- 1g. 39. Fixtures and Personal Property:** For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises.
40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
41. property (i.e., remote controls) shall convey in this sale. Including the following:
- | | | |
|---|---|---|
| 42. • built-in appliances, ceiling fans and remotes | • media antennas/satellite dishes (affixed) | • storage sheds |
| 43. • central vacuum, hose, and attachments | • outdoor fountains and lighting | • storm windows and doors |
| 44. • draperies and other window coverings | • outdoor landscaping (i.e., shrubbery, trees and unpotted plants) | • stoves: gas-log, pellet, wood-burning |
| 45. • fireplace equipment (affixed) | • shutters and awnings | • timers (affixed) |
| 46. • floor coverings (affixed) | • smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat) | • towel, curtain and drapery rods |
| 47. • free-standing range/oven | • speakers (flush-mounted) | • wall mounted TV brackets and hardware (excluding TVs) |
| 48. • garage door openers and remotes | | • water-misting systems |
| 49. • light fixtures | | • window and door screens, sun shades |
| 50. • mailbox | | |
51. If owned by Seller, the following items also are included in this sale:
- | | | |
|--|--|--|
| 52. • affixed alternate power systems serving the Premises (i.e., solar) | • in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems) | • security and/or fire systems and/or alarms |
| 53. | | • water purification systems |
| 54. | | • water softeners |
55. **Additional existing personal property included in this sale** (if checked):
56. ☒ refrigerator (description): as seen on property
57. ☒ washer (description): as seen on property
58. ☒ dryer (description): as seen on property
59. ☐ above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
60. _____
61. ☐ other personal property not otherwise addressed (description): _____
62. ☐ other personal property not otherwise addressed (description): _____
63. **Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no monetary value, and free and clear of all liens or encumbrances.**
64. _____
65. Leased items shall **NOT** be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of the notice, whichever is later.
66. _____
67. _____
68. **IF THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

2. FINANCING

- 2a. 69. Pre-Qualification:** An AAR Pre-Qualification Form *is* attached hereto and incorporated herein by reference.
- 2b. 70. Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. **No later than three (3) days prior to the COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or Escrow Company notice of inability to obtain loan approval without PTD conditions.**
- 2c. 76. Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money are not refundable.
- 2d. 83. Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan contingency.
- 2e. 87. Loan Status Update:** Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to Broker(s) and Seller upon request.
88. _____
89. _____

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<div style="border: 1px solid black; padding: 2px; display: inline-block;">20</div> SELLER SELLER	<Initials Residential Resale Real Estate Purchase Contract • Updated: February 2020 Copyright © 2020 Arizona Association of REALTORS®. All rights reserved. Page 2 of 10	Initials> <div style="border: 1px solid black; padding: 2px; display: inline-block;">11</div> BUYER BUYER
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- 2f. 90. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
- 2g. 93. **Loan Processing During Escrow:** Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation requested.
- 2h. 97. **Type of Financing:** ☐ Conventional ☒ FHA ☐ VA ☐ USDA ☐ Assumption ☐ Seller Carryback ☐ _____
98. (If financing is to be other than new financing, see attached addendum.)
- 2i. 99. **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
- 2j. 100. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer _____ % of the Purchase Price OR \$ _____ (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, charge, or expenditure to the extent allowed by Buyer's lender.
- 2k. 103. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2l. 107. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
- 2m. 111. **Appraisal Cost(s):** Initial appraisal fee shall be paid by ☒ Buyer ☐ Seller ☐ Other _____
112. at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee ☐ will ☐ will not be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

3. TITLE AND ESCROW

- 3a. 115. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

117. Empire West Title / Donna Cathey
ESCROW/TITLE COMPANY

118. 7047 E Greenway Pkway Ste 200 Scottsdale AZ 85254
ADDRESS CITY STATE ZIP

119. dcathey@ewtaz.com 602-749-7071 480-499-8518
EMAIL PHONE FAX

- 3b. 120. **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain independent legal and tax advice.
- 3c. 123. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

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SELLER SELLER BUYER BUYER

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- 3d. 133. Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 143. Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of the Earnest Money.
- 3g. 149. Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or ☐ Other: _____
- 3h. 152. Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a Community Facilities District, shall be prorated as of COE.

4. DISCLOSURE

- 4a. 154. Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 157. Insurance Claims History:** Seller shall deliver to Buyer a written five (5) year insurance claims history regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 162. Foreign Sellers:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is responsible for obtaining independent legal and tax advice.
- 4d. 167. Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections of the Premises in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
173. ☐ LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.
175. ☐ Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.
179. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.
181. If Premises were constructed prior to 1978, **(BUYER'S INITIALS REQUIRED)**
182. If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)**

BUYER	BUYER
<i>JJ</i>	
BUYER	BUYER

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- 4e. 183. **Affidavit of Disclosure:** If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of
 184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form
 185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
 186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,
 188. in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this
 189. Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after
 190. delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 191. **Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL**
 192. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied, as
 193. to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair the
 194. Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will be in
 195. substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and
 196. debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding the
 197. Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may, but are
 198. not obligated to, engage in negotiations for repairs/improvements to the Premises. Any/all agreed upon repairs/improvements will be
 199. addressed pursuant to Section 6j.
- 5b. 200. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
 201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
 202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
 203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
 204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding
 205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
 206. Seller's knowledge.
- 5c. 207. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
 208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,
 209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.
 210. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**
 211. _____
 212. _____

6. DUE DILIGENCE

- 6a. 213. **Inspection Period:** Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the
 214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
 215. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,
 216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and
 217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
 218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of
 219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is
 220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and
 221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
 222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
 223. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate *Buyer*
 224. *Advisory* to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. **Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE**
 226. **REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL**
 227. **MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**
- 6c. 228. **Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS**
 229. **(SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE**
 230. **INSPECTION PERIOD.** Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
 231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
 232. performed at Buyer's expense.
- 6d. 233. **Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE**
 234. **DETERMINED BY BUYER DURING THE INSPECTION PERIOD.** If the Premises are situated in an area identified as having
 235. any special flood hazards by any governmental entity, **THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD**
 236. **INSURANCE.** Special flood hazards may also affect the ability to encumber or improve the Premises.

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SELLER SELLER John L. Hrimnak Realty ONE Group 02 480-321-8100 	Initials >	BUYER BUYER InstantFORMS®

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- 6e. 237. **Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND**
 238. **OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE**
 239. **PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any
 240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.
- 6f. 241. **Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:
 242. ☒ sewer system ☐ conventional septic system ☐ alternative system
243. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION**
 244. **PERIOD.** If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility
 245. Addendum is incorporated herein by reference.
246. (BUYER'S INITIALS REQUIRED) JJ
 BUYER BUYER
- 6g. 247. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and
 248. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to
 249. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt
 250. of the Arizona Department of Health Services approved private pool safety notice.
251. (BUYER'S INITIALS REQUIRED) JJ
 BUYER BUYER
- 6h. 252. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT**
 253. **QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING**
 254. **AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S**
 255. **DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE**
 256. **SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY**
 257. **RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD**
 258. **HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**
259. (BUYER'S INITIALS REQUIRED) JJ
 BUYER BUYER
- 6i. 260. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
 261. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
 262. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be
 263. provided in a single notice.
- 6j. 264. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a
 265. signed notice of the items disapproved and state in the notice that Buyer elects to either:
 266. (1) Immediately cancel this Contract, in which case:
 267. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.
 268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
 269. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a.
 270. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and
 271. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
 272. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.
273. **OR**
274. (2) Provide Seller an opportunity to correct the items disapproved, in which case:
 275. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
 276. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
 277. Seller's refusal to correct any of the items disapproved.
 278. (b) **If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a**
 279. **workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days**
 280. **or _____ days prior to the COE Date.**
 281. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days
 282. after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and the
 283. Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided,
 284. Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
285. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend
 286. response times or cancellation rights.
287. **BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN**
 288. **THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE**
 289. **TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.**

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<div style="border: 1px solid black; padding: 2px; display: inline-block;"> </div> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 10px;"> SELLER </div>	<Initials	Residential Resale Real Estate Purchase Contract • Updated: February 2020 Copyright © 2020 Arizona Association of REALTORS®. All rights reserved. Page 6 of 10	Initials>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> </div> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 10px;"> BUYER </div>
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6k. 290. **Home Warranty Plan:** Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The
 291. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and
 292. most plans exclude pre-existing conditions.

293. ☒ A Home Warranty Plan will be ordered by ☒ Buyer or ☐ Seller with the following optional coverage
 294. _____, to be issued by **TBD** at a cost
 295. not to exceed \$ **650**, to be paid for by ☒ Buyer ☐ Seller ☐ Split evenly between Buyer and Seller
 296. ☐ Buyer declines the purchase of a Home Warranty Plan.

297. **(BUYER'S INITIALS REQUIRED)** *jj*
 BUYER BUYER

6l. 298. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for
 299. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Premises are
 300. in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer
 301. releases Seller and Broker(s) from liability for any defects that could have been discovered.

6m. 302. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all inspections
 303. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane,
 304. until COE to enable Buyer to conduct these inspections and walkthrough(s).

6n. 305. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") provides that, if a seller is a Foreign
 306. Person, a buyer of residential real property must withhold federal income taxes up to 15% of the purchase price, unless an exception
 307. applies. If FIRPTA is applicable and Buyer fails to withhold, Buyer may be held liable for the tax. Buyer agrees to perform any acts
 308. reasonable or necessary to comply with FIRPTA and IRS reporting requirements and Buyer is responsible for obtaining independent
 309. legal and tax advice.

7. REMEDIES

7a. 310. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
 311. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the
 312. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a
 313. breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur
 314. to cure a potential breach, COE shall occur on the next day that both are open for business.



7b. 315. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
 316. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute
 317. Resolution obligations set forth herein. In the case of Seller, because it would be difficult to fix actual damages in the event of
 318. Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept
 319. the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the
 320. notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant
 321. to Section 2l, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled
 322. contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and
 323. conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a,
 324. will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

7c. 325. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this
 326. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid
 327. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall
 328. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of
 329. an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration
 330. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be
 331. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
 332. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the
 333. mediation conference by notice to the other and, in such event, either party shall have the right to resort to court action.

7d. 334. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
 335. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from
 336. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
 337. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
 338. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action
 339. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
 340. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 341. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this
 342. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert
 343. witness fees, fees paid to investigators, and arbitration costs.

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 SELLER SELLER		Residential Resale Real Estate Purchase Contract • Updated: February 2020 Copyright © 2020 Arizona Association of REALTORS®. All rights reserved.	 BUYER BUYER
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Residential Resale Real Estate Purchase Contract >>**8. ADDITIONAL TERMS AND CONDITIONS****ESCALATION CLAUSE**



- 8a. 344. Line 10 purchase price escalation up to 281,500.
 345. In the event sellers receive a competing offer above 275,500, buyer agrees to \$1,000
 346. over the highest NET offered price. Seller agrees to provide proof of competing
 347. purchase contract to include pre-qualification form or proof of funds.
 348. Counter offer to be utilized and initiated by seller presented to buyer and is made
 349. valid when signed delivered to all parties. Lines 12-13 shall be adjusted according to
 350. the final full purchase amount.

MOVE OUT ADDITIONAL TIME

351. -Buyer shall provide to seller 2 days after COE at no charge as will be evidenced in
 352. hold over agreement.
 353.

354. -All other terms and conditions to remain the same.
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SELLER	SELLER		BUYER	BUYER

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- 8b.** 390. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.
- 8c.** 394. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d.** 395. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e.** 396. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f.** 398. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g.** 404. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h.** 409. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 410. end at 11:59 p.m.
- 8i.** 411. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 412. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 414. must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday 415. the act must be performed by 11:59 p.m. on Monday).
- 8j.** 416. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k.** 419. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l.** 421. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately 423. upon delivery of the cancellation notice.
- 8m.** 424. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 427. 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.
- 8n.** 428. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value 432. or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
434. (SELLER'S INITIALS REQUIRED) JO SELLER (BUYER'S INITIALS REQUIRED) JJ BUYER
- 8o.** 435. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 437. by April 10, 2020 at 8 ☐ a.m./☒ p.m., Mountain Standard Time. 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 439. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.
- 8p.** 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE 441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND 442. ATTACHMENTS.

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<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <u>JO</u> SELLER SELLER </div>		Residential Resale Real Estate Purchase Contract • Updated: February 2020 Copyright © 2020 Arizona Association of REALTORS®. All rights reserved.	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <u>JJ</u> BUYER BUYER </div>
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Page 9 of 10			

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Residential Resale Real Estate Purchase Contract >>**8q. 443. Broker on behalf of Buyer:**

444. John Hrimnak jh411 SA537105000
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

445. _____
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

446. Realty ONE Group rego02
 PRINT FIRM NAME FIRM MLS CODE

447. 3530 S Val Vista Dr #114 Gilbert AZ 85297 C0578024006
 FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

448. 602-919-0395 john@soldbyaffinityhfgroup.com
 PREFERRED TELEPHONE FAX EMAIL

8r. 449. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):

450. ☒ Buyer; ☐ Seller; or ☐ both Buyer and Seller

8s. 451. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

452. 04/10/2020

453. Jalen Jackson 04/10/2020
 BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

454. Jalen Jackson
 ^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

455. _____
 ADDRESS ADDRESS

456. _____
 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE**9a. 457. Broker on behalf of Seller:**

458. Damian Godoy dg281 BR623758000
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

459. Erica Neuman en061 SA655262000
 PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

460. Argo Real Estate Professionals argo001
 PRINT FIRM NAME FIRM MLS CODE

461. 1440 S Higley Rd #103, Gilbert, AZ 85 LC646514000
 FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

462. (480) 677-4300 damian@argohomesaz.com
 PREFERRED TELEPHONE FAX EMAIL

9b. 463. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):

464. ☒ Seller; or ☐ both Buyer and Seller

9c. 465. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

467. ☐ Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

468. 04/11/2020

469. RAHEEM A OJIKUTU 04/11/2020 9:15:47 AM MDT
 SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

470. RAHEEM A OJIKUTU
 ^ SELLER'S NAME PRINTED ^ SELLER'S NAME PRINTED

471. _____
 ADDRESS ADDRESS

472. _____
 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

473. ☐ OFFER REJECTED BY SELLER: _____, 20____, _____
 MONTH DAY YEAR (SELLER'S INITIALS)




For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
 MO/DA/YR

Arizona Association of REALTORS

ADDENDUM 1

Document updated:
June 1993

 <p>ARIZONA association of REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS</p>	<p><i>The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.</i></p>	 
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1. This is an addendum originated by the: ☐ Seller ☒ Buyer ☐ Landlord ☐ Tenant.
2. This is an addendum to the Contract dated 04/10/2020 between the following Parties:
MO/DA/YR
3. Seller/Landlord: RAHEEM A OJIKUTU
4. Buyer/Tenant: Jalen Jackson
5. Premises: 1843 E Donner Dr Phoenix 85042
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. **Full purchase price on line 10 to be increased from 275,500 to \$276,500.**
- 8.
9. **Escalation clause still to remain unchanged not to exceed 281,500.**
- 10.
11. **All other terms and conditions to remain the same.**
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42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

43. <u>Jalen Jackson</u> 04/10/2020 5:35 PM MST 44. <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer MO/DA/YR 45. <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	<input type="checkbox"/> Seller <input type="checkbox"/> Buyer MO/DA/YR <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant
46. <u>[Signature]</u> 04/11/2020 47. <input checked="" type="checkbox"/> Buyer MO/DA/YR 48. <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	<input type="checkbox"/> Seller <input type="checkbox"/> Buyer MO/DA/YR <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant

49. **For Broker Use Only:**
 Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
 MO/DA/YR

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Electronically Signed using eSignOnline™ | Session ID: 251efa8e-94dd-49dd-ae88-f356237c61d8 |



Arizona Association of REALTORS

ADDENDUM 2Document updated:
June 1993

 <p>ARIZONA association of REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS</p>	<p>The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.</p>	 
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1. This is an addendum originated by the: ☒ Seller ☐ Buyer ☐ Landlord ☐ Tenant.
2. This is an addendum to the Contract dated 04/10/2020 between the following Parties:
MO/DA/YR
3. Seller/Landlord: Raheem Ojikutu
4. Buyer/Tenant: Jalen Jackson
5. Premises: 1843 E Donner Dr Phoenix Az 85042
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. **Sale is contingent on Seller receiving final approval to sell from the Chapter 13**
8. **Bankruptcy Court.**
- 9.
10. **Buyer's ten (10) day Inspection Period to begin upon Seller providing confirmation of**
11. **Bankruptcy Court acceptance of, or permission to, selling premises.**
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- 41.

42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

  <u>04/11/2020</u> MO/DA/YR	
<input checked="" type="checkbox"/> Seller <input type="checkbox"/> Buyer <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	<input type="checkbox"/> Seller <input type="checkbox"/> Buyer <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant
<u>Jalen Jackson</u> <u>04/11/2020</u> MO/DA/YR	
<input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	<input type="checkbox"/> Seller <input type="checkbox"/> Buyer <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant

49. **For Broker Use Only:**
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR

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Erica Neuman | Argo Real Estate Prof 01 | 480-685-2760 |

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MARKET CONDITIONS ADVISORYDocument updated:
August 2009

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The real estate market is cyclical and real estate values go up and down.

The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.

The ultimate decision on the price a Buyer is willing to pay and the price a Seller is willing to accept for a specific property rests solely with the individual Buyer and Seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell in light of market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and Seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) make no representation regarding the above items. Buyer and Seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

Authentisign
Jalen Jackson
BUYER'S SIGNATURE
04/10/2020 2:33:07 PM MDT
MO/DA/YR
Jalen Jackson
BUYER'S NAME PRINTED

BUYER'S SIGNATURE
MO/DA/YR

BUYER'S NAME PRINTED

Authentisign
RAHEEM A OJIKUTU
SELLER'S SIGNATURE
04/11/2020 9:18:23 AM MDT
MO/DA/YR
RAHEEM A OJIKUTU
SELLER'S NAME PRINTED

SELLER'S SIGNATURE
MO/DA/YR

SELLER'S NAME PRINTED

CORONAVIRUS/COVID-19 ADDENDUMDocument:
March 2020

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1. This is an addendum to the Contract dated 04/10/2020 between the following parties:
MO/DA/YR
2. Seller: RAHEEM A OJIKUTU
3. Buyer: Jalen Jackson
4. Premises: 1843 E Donner Dr Phoenix 85042

5. The current world-wide Coronavirus / COVID-19 pandemic has impacted real estate transactions in many unique ways, including, but not limited to, travel restrictions, self-imposed and governmentally required quarantines and closures of both governmental and private offices required to fund, close and record real estate transactions. Because of the unprecedented nature of this pandemic, Buyer and Seller are hereby advised to seek appropriate counsel from insurance, legal, tax, and accounting professionals to better understand their rights and obligations.

10. **BUYER'S INITIALS REQUIRED:** JJ BUYER BUYER
11. **SELLER'S INITIALS REQUIRED:** R.O. SELLER SELLER

12. A variety of issues outside the control of Buyer and Seller may impact this real estate transaction and affect the parties' contractual performance. As a result, the following additional terms and conditions are hereby included as part of the Contract between Buyer and Seller for the above referenced Premises:

15. **Only those items checked are hereby included as part of the Contract. All other terms and conditions of the Contract remain unchanged.**

17. ☐ The date for Close of Escrow is hereby postponed and extended to _____
MONTH DAY YEAR

18. ☒ Notwithstanding any other provisions of this Contract, Buyer and Seller acknowledge the possibility that Buyer, Buyer's lender, Seller, Escrow Company or appropriate county recorder's office may become the subject of a voluntary or mandatory COVID-19 virus quarantine or closure prior to or at the time of Close of Escrow. Should such an event occur that results in a party's inability to perform on the Close of Escrow date, Buyer and Seller agree that the closing may be automatically extended by either party via written notice for a period of up to ten (10) days after such quarantine is over or closure order is lifted, unless the parties otherwise mutually agree in writing to further extend Close of Escrow.

24. ☒ Notwithstanding any other provisions of this Contract, Buyer and Seller acknowledge the possibility that Buyer, Buyer's lender, Seller, Escrow Company or appropriate county recorder's office may become the subject of a voluntary or mandatory COVID-19 virus quarantine or closure prior to or at the time of Close of Escrow. Should such an event occur that results in a party's inability to perform on the Close of Escrow date, Buyer and Seller agree that the closing may be automatically extended by either party via written notice for a period of up to ten (10) days after such quarantine is over or closure order is lifted. This delay shall not exceed thirty (30) days in total unless the parties otherwise mutually agree in writing to further extend Close of Escrow. Upon the expiration of any automatic or agreed extension, either party may terminate this Agreement in writing without any further liability to the other party, and the Earnest Money shall be released to Buyer.

32. ☐ Buyer and Seller agree to mutually cancel the Contract and the Earnest Money shall be released to Buyer.

R.O.
SELLER SELLER

<Initials

Coronavirus/Covid-19 Addendum • March 2020
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Initials>

JJ
BUYER BUYER

Page 1 of 2

John L Hrimnak | Realty ONE Group 02 | 480-321-8100 |

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Coronavirus/Covid-19 Addendum >>33. ☐ Additional Terms and Conditions:

34. _____

35. _____


36. _____


37. _____

38. _____

39. _____

40. The undersigned agrees to the modified or additional terms and conditions contained herein and acknowledges receipt of a copy hereof.

41.  **Jalen Jackson** 04/10/2020
☐ SELLER ☐ BUYER MO/DA/YR MO/DA/YR

42.  04/11/2020
☒ SELLER ☐ BUYER MO/DA/YR MO/DA/YR

For Broker Use Only:
 Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR

H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

Page 1 of 3

February 2015



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SELLER'S NOTICE OF H.O.A. INFORMATION

1. Seller: Raheem Ojikutu
2. Premises Address: 1843 E Donner Dr Phoenix Az 85042
3. Date: 03/12/2020
4. **INSTRUCTIONS:** (1) Homeowner's association ("H.O.A.") information to be completed by Seller at the time of listing the Premises for sale.
5. (2) Upon completion, this Addendum shall be uploaded to the multiple listing service, if available, or delivered to prospective buyers upon request prior to prospective buyer's submission of a Purchase Contract to Seller.

ASSOCIATION(S) GOVERNING THE PREMISES

8. H.O.A.: Cobblestone at South Mountain Contact info: _____
9. Management Company (if any): Spectrum Contact info: 480-719-4524
10. Amount of Dues: \$ _____ How often?: _____
11. Amount of special assessments (if any): \$ _____ How often?: _____ Start Date: _____ End Date: _____
MO/DA/YR MO/DA/YR
12. Master Association (if any): _____ Contact info: _____
13. Management Company (if any): _____ Contact info: _____
14. Amount of Dues: \$ _____ How often?: _____
15. Amount of special assessments (if any): \$ _____ How often?: _____ Start Date: _____ End Date: _____
MO/DA/YR MO/DA/YR
16. Other: _____ Contact info: _____
17. Amount of Dues: \$ _____ How often?: _____

FEES PAYABLE UPON CLOSE OF ESCROW

19. **Transfer Fees:** Association(s) fees related to the transfer of title. H.O.A. \$ 200.00 Master Association \$ _____.
20. **Capital Improvement Fees,** including, but not limited to, those fees labeled as community reserve, asset preservation, capital reserve, working capital, community enhancement, future improvement fees, or payments. H.O.A. \$ _____ Master Association \$ _____.
22. **Prepaid Association(s) Fees:** Dues, assessments, and any other association(s) fees paid in advance of their due date. H.O.A. \$ _____
23. Master Association \$ _____.
24. **Disclosure Fees:** Association(s)/ Management Company(ies) costs incurred in the preparation of a statement or other documents furnished by the association(s) pursuant to the resale of the Premises for purposes of resale disclosure, lien estoppels and any other services related to the transfer or use of the property. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate of \$400.00 per association.
26. As part of the Disclosure Fees, each association may charge a statement or other documents update fee of no more than \$50.00 if thirty (30) days or more have passed since the date of the original disclosure statement or the date the documents were delivered. Additionally, each association may charge a rush fee of no more than \$100.00 if rush services are required to be performed within seventy-two (72) hours after the request. H.O.A. \$ 200.00 Master Association \$ _____.
31. **Other Fees:** \$ _____ Explain: _____.
32. **SELLER CERTIFICATION:** By signing below, Seller certifies that the information contained above is true and complete to the best of Seller's actual knowledge as of the date signed. Broker(s) did not verify any of the information contained herein.

34. 03/13/2020
35. MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR
Raheem Ojikutu

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Page 1 of 3



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H.O.A. Condominium / Planned Community Addendum >>

ADDITIONAL OBLIGATIONS

36. **If the homeowner's association has less than 50 units**, no later than ten (10) days after Contract acceptance, the Seller shall provide in
37. writing to Buyer the information described below as required by Arizona law.
38. **If the homeowner's association has 50 or more units**, Seller shall furnish notice of pending sale that contains the name and address of the
39. Buyer to the homeowner's association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract. Escrow
40. Company is instructed to provide such notice on Seller's behalf. The association is obligated by Arizona law to provide information
41. described below to Buyer within ten (10) days after receipt of Seller's notice.
42. **BUYER IS ALLOWED FIVE (5) DAYS AFTER RECEIPT OF THE INFORMATION FROM THE SELLER(S) OR HOMEOWNER'S ASSOCIATION**
43. **TO PROVIDE WRITTEN NOTICE TO SELLER OF ANY ITEMS DISAPPROVED.**

INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:

44. 1. A copy of the bylaws and the rules of the association.
45. 2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
46. 3. A dated statement containing:
47. (a) The telephone number and address of a principal contact for the association, which may be an association manager, an association
48. management company, an officer of the association or any other person designated by the board of directors.
49. (b) The amount of the common expense assessment and the unpaid common expense assessment, special assessment or
50. other assessment, fee or charge currently due and payable from the Seller.
51. (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
52. (d) The total amount of money held by the association as reserves.
53. (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any
54. alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information
55. regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated
56. to disclose alterations or improvements to the Premises that violate the declaration. The association may take action against
57. the Buyer for violations apparent at the time of purchase that are not reflected in the association's records.
58. (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations
59. or improvements to the unit that violate the declaration.
60. (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association, including
61. the amount of any money claimed.
62. 4. A copy of the current operating budget of the association.
63. 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may provide
64. a summary of the report in lieu of the entire report.
65. 6. A copy of the most recent reserve study of the association, if any.
66. 7. Any other information required by law.
67. 8. A statement for Buyer acknowledgment and signature as required by Arizona law.
- 68.



H.O.A. Condominium / Planned Community Addendum >>

BUYER'S ACKNOWLEDGMENT AND TERMS

69. Buyer: Jalen Jackson

70. Seller: Raheem Ojikutu

71. Premises Address: 1843 E Donner Dr Phoenix Az 85042

72. Date: 04/10/2020

73. The following additional terms and conditions are hereby included as part of the Contract between Seller and Buyer for the

74. above referenced Premises.

75. Transfer Fees shall be paid by: ☐ Buyer ☐ Seller ☒ Other: 50/50 buyer/seller

76. Capital Improvement Fees shall be paid by: ☐ Buyer ☐ Seller ☒ Other: 50/50 buyer/seller

77. Buyer shall pay all Prepaid Association Fees.

78. Seller shall pay all Disclosure Fees as required by Arizona law.

79. In a financed purchase, Buyer shall be responsible for all lender fees charged to obtain Association(s)/Management Company(ies) documents.

80. Other fees: _____

81. _____

82. **BUYER VERIFICATION:** Buyer may contact the Association(s)/Management Company(ies) for verbal verification of association FEES

83. PAYABLE UPON CLOSE OF ESCROW.

84. **ASSESSMENTS:** Any current homeowner's association assessment which is a lien as of Close of Escrow shall be paid in full by Seller.

85. Any assessment that becomes a lien after Close of Escrow is Buyer's responsibility.

86. **ADDITIONAL TERMS AND CONDITIONS**

87. _____

88. _____

89. _____

90. _____

91. **BUYER ACKNOWLEDGMENT:** By signing below, Buyer acknowledges receipt of all three (3) pages of this addendum and acknowledges

92. that although Seller has used best efforts to identify the amount of the fees stated herein, the precise amount of the fees may not be known

93. until written disclosure documents are furnished by the Association(s)/Management Company(ies) per Arizona law (A.R.S. § 33-1260 and

94. § 33-1806). Buyer further acknowledges that Broker(s) did not verify any of the information contained therein. Buyer therefore agrees to hold

95. Seller and Broker(s) harmless should the **FEES PAYABLE UPON CLOSE OF ESCROW** prove incorrect or incomplete.

96. The undersigned agrees to the additional terms and conditions set forth above and acknowledges receipt of a copy hereof.

97. Jalen Jackson 04/10/2020

98. BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

99. **SELLER'S ACCEPTANCE:**

100. Raheem Ojikutu 04/11/2020

101. SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

For Broker Use Only:

Brokerage File/Log No.: _____ Manager's Initials: _____ Broker's Initials: _____ Date: _____

MO/DA/YR

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PRE-QUALIFICATION FORMDocument updated:
February 2017

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Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan.

PRE-QUALIFICATION INFORMATION

1. **Purpose:** This Pre-Qualification Form is to be used in conjunction with an AAR Residential Resale Real Estate Purchase Contract or
2. Vacant Land/Lot Purchase Contract ("Contract").
3. ☐ Buyer **HAS NOT** consulted with a lender. (If Buyer marks the box on line 3, Buyer is to complete only lines 4 and 5.)
4. _____
PRINT BUYER'S NAME
5. _____
^ BUYER'S SIGNATURE MO/DA/YR
6. ☒ Lender indicated on lines 36 and 37 has consulted with Jalen P Jackson ("Buyer") and submits the following:
7. **Buyer is:** ☐ Married ☒ Unmarried ☐ Legally Separated
8. **Buyer:** ☐ is ☒ is not relying on the sale or lease of a property to qualify for this loan.
9. **Buyer:** ☐ is ☒ is not relying on Seller Concessions for Buyer's loan costs, impounds, Title/Escrow Company costs, recording fees, and, if applicable VA loan costs not permitted to be paid by Buyer. (Note: The amount Seller agrees to contribute, if any, shall be established in the Contract).
10. _____
11. _____
12. **Buyer:** ☐ is ☐ is not relying on down payment assistance to qualify for this loan.
13. **Type of Loan:** ☐ Conventional ☒ FHA ☐ VA ☐ USDA ☐ Other:
14. **Occupancy Type:** ☒ Primary ☐ Secondary ☐ Non-Owner Occupied
15. **Property Type:** ☒ Single Family Residence ☐ Condominium ☐ Planned Unit Development ☐ Manufactured Home
16. ☐ Mobile Home ☐ Vacant Land/Lot ☐ Other: _____
17. YES NO N/A ☒ ☐ ☐ Lender provided Buyer with the HUD form "For Your Protection: Get a Home Inspection" (FHA loans only).
18. YES NO N/A ☒ ☐ ☐ Lender completed a verbal discussion with Buyer including a discussion of income, assets and debts.
19. YES NO N/A ☒ ☐ ☐ Lender obtained a Tri-Merged Residential Credit Report.
20. **Based on the information provided, Buyer can pre-qualify for a loan amount of: \$ 270,019.00** assuming a monthly principal
21. and interest loan payment of \$ 1,231.43, provided that the total monthly payment (which includes principal, interest, mortgage
22. insurance, property taxes, insurance, HOA fees, and flood insurance, if applicable) **does not exceed: \$ 1,792.55**
23. **Interest rate not to exceed 3.625 %**, ☒ Fixed Interest Rate ☐ Adjustable Interest Rate ☐ Pre-Payment Penalty
24. **Initial Documentation Received:** Lender received the following information from Buyer (additional documentation may be requested):
25. YES NO N/A ☒ ☐ ☐ Paystubs
26. YES NO N/A ☒ ☐ ☐ W-2's
27. YES NO N/A ☒ ☐ ☐ Personal Tax Returns
28. YES NO N/A ☐ ☐ ☒ Corporate Tax Returns
29. YES NO N/A ☐ ☐ ☐ Down Payment/Reserves Documentation
30. YES NO N/A ☐ ☐ ☒ Gift Documentation
31. YES NO N/A ☒ ☐ ☐ Credit/Liability Documentation
32. YES NO N/A ☐ ☐ ☒ Other: _____
29. Additional comments:
30. Buyer has instructed, and Lender agrees to provide loan status updates on the AAR Loan Status Update form to Seller and Broker(s)
31. within ten (10) days of Contract acceptance pursuant to Section 2e of the Contract and upon request thereafter.

LENDER INFORMATION

32. The lender identified below has prepared the information listed above with Buyer(s) and has completed the above action points noted.
33. This information does not constitute loan approval. All information provided must be approved by an underwriter, and any material change
34. in Buyer's credit or financial profile will render this pre-qualification null and void.
35. The above pre-qualification expires on: 5/15/2020 DATE
36. **Lender:** Fairway Independent Mortgage Corporation 0904162 2289
- COMPANY ARIZONA LICENSE # NMLS #
37. Shannon Hrimnak 1005609 1876921
- LOAN OFFICER ARIZONA LICENSE # NMLS #
38. 2425 S. Stearman Drive, Suite 100 Chandler AZ 85286
- ADDRESS CITY STATE ZIP
39. shannonh@fairwaymc.com 602-290-5029 480-284-6717
- EMAIL PHONE FAX
40. Shannon Hrimnak 04/10/2020
- ^ LOAN OFFICER'S SIGNATURE MO/DA/YR
41. **Buyer acknowledges receipt of a copy hereof and grants permission to Broker to submit this Pre-Qualification Form with Contract.**
42. Jalen Jackson 04/10/2020
- ^ BUYER'S SIGNATURE MO/DA/YR

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